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April 18, 2025

Honorable Jesse M. Furman  
Thurgood Marshall United States Courthouse  
Southern District of New York  
40 Foley Square  
New York, New York 10007

**Re: *In re Laundress Marketing and Product Liability Litigation*, No. 1:22-cv-10667-JMF  
*Sites v. The Laundress, LLC*, No. 1:23-cv-04920-JMF**

Dear Judge Furman,

We write on behalf of Plaintiffs Ashley Sites and Gabriel Yibale as Administrators & Administrators *Ad Prosequendum* on behalf of the Estate of Elliana Diem Yibale (“Plaintiffs”) and Defendant The Laundress, LLC (“The Laundress,” and, collectively, the “Parties”) in the above-captioned action (the “Action”) with respect to the matter styled as *Sites v. The Laundress, LLC*, No. 1:23-cv-04920-JMF. The Parties have reached a settlement to resolve all claims between them pending in the Action and have finalized a settlement agreement. Plaintiffs’ position is that the settlement needs to be approved by this Court and, therefore, submits contemporaneously, a motion (the “Motion”) seeking the Court’s leave to settle the Action pursuant to Local Civil Rule 83.2 of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York. Defendants do not oppose Plaintiffs’ Motion.

The Parties, pursuant to Rule 7.A of Your Honor’s Individual Rules and Practices in Civil Cases (“Individual Rules”), hereby seek leave for Plaintiffs to file by ECF the Motion and any supporting papers, with the settlement amount redacted.

In accordance with Your Honor’s Individual Rules and established Second Circuit precedent, redactions of a court filing must be consistent with the presumption in favor of public access to judicial documents and narrowly tailored to serve whatever purpose justifies the redaction or sealing. *See* Individual Rules at 7.B; *see also* *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 119-20 (2d Cir. 2006).

Courts have granted a party’s request to redact the settlement amount from a settlement agreement because “the law favors confidentiality of such information to incentivize the resolution of disputes.” *Monk v. Goldman Sachs & Co. LLC*, 2023 WL 22618, at \*7 (S.D.N.Y. Jan. 3, 2023); *Atl. Specialty Ins. Co. v. Royal All. Assocs., Inc.*, 2023 WL 8600548, at \*2 (S.D.N.Y. Dec. 12, 2023) (permitting redaction of confidential information contained in settlement agreements, including “amounts of the settlements”) (internal citation and quotation marks omitted); *In re GM LLC Ignition Switch Litig.*, 2016 WL 1317975, at \*2 (S.D.N.Y. Mar. 2, 2016) (Furman, J.) (“The Second

Circuit has repeatedly affirmed the importance of settlement confidentiality in light of the public interest in promoting settlement — particularly where, as here, a case is complex and expensive, and resolution of the case will benefit the public.”); *Suda v. Sushiden Corp.*, 2011 WL 1210206, at \*1 (S.D.N.Y. Mar. 23, 2011) (granting request to redact amount of settlement payments from settlement agreement).

Here, this Action is a consolidated case with more than ten (10) plaintiffs involving at least seven (7) different states’ laws. Redaction of the settlement amount will foster settlement negotiations in the Action, and therefore, the judicial efficiency of this Court. Publicly disclosing confidential private settlement amounts may hinder settlement efforts or create judicial inefficiencies. The proposed redactions are solely of the settlement amount in the agreement, and therefore, are narrowly tailored to serve the purpose of fostering settlements in this Action and promoting judicial efficiency.

Accordingly, the Parties respectfully request leave to redact the settlement amounts in the Plaintiff’s Motion and supporting papers.

Respectfully submitted,

/s/ Dylan T. Hastings

Dylan T. Hastings

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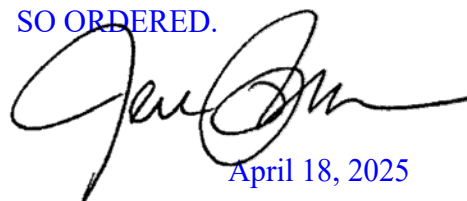
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The parties' request to redact the settlement amounts is GRANTED. Counsel shall promptly file the unredacted documents on ECF with viewing restricted to the Court and the parties. The Clerk of Court is directed to terminate ECF No. 251 and to docket this endorsement in both 22-CV-10667 and 23-CV-4920.

SO ORDERED.



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